

## **AGREEMENT**

THIS AGREEMENT is made and entered into the \_\_\_\_ day of\_\_\_\_, 2016 by and between the Village of Arlington Heights, a municipal corporation, ("Village") and the Arlington Heights Chamber of Commerce ("AHCC").

WHEREAS, the Village and AHCC agree that it is important to the well-being of the Village to provide a small business development initiative designed to educate, facilitate and assist small business owners through a proactive retention, expansion and identified needs process; and

WHEREAS, in order to provide that initiative, the Village and AHCC agree that it is beneficial to build upon and strengthen an engaging, dynamic and positive collaboration between the Village and AHCC; and

NOW THEREFORE, in consideration of the foregoing premises, the mutual covenants and promises herein contained, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

SECTION ONE: This Agreement is intended to renew a program whereby the Village provides funds to the AHCC in order for the AHCC to utilize its resources to assist the Village in retaining small businesses. For purposes of this Agreement, a small business is defined as having no more than approximately eight full-time equivalent employees or occupying no more than approximately 2,000 square feet of space at the time of the initial contact. These parameters are established as guidelines and not to be read as absolute. It is further understood that should the small business expand beyond these parameters, the AHCC liaison shall remain the main contact to carry out the purposes of this Agreement.

SECTION TWO: AHCC will perform the services stated in this Agreement and provide the equipment, staff and materials to achieve them. In performing the services under this Agreement, AHCC is an independent contractor and its employees and agents are not employees of the Village. Employees and agents of AHCC will not hold themselves out as Village employees. Neither AHCC nor its employees or agents has authority to make any agreement or commitment on behalf of the Village.

SECTION THREE: This Agreement shall commence on the date set forth above. This Agreement shall continue in force until its termination date, as long as the Village continues to provide funding. The Village will review funding on an annual basis as part of its regular budget process. The determination as to whether to provide funding shall be made by the Village in its sole discretion. Should the Village decide to terminate the contract prior to the termination date, whether for lack of funding or otherwise, AHCC shall be barred from any legal action for breach of contract or to recover damages. If not terminated prior, the Agreement shall expire on December 31, 2019.

Notwithstanding the above, it is understood that either party has the right to terminate this Agreement annually on its anniversary date. The terminating party must give written notice no later than September 1 of the year in which termination is sought. Upon termination by either party, the Village's obligation to pay the AHCC shall cease as of the effective date of the termination.

SECTION FOUR: For the services rendered by AHCC under this Agreement, the Village agrees to pay AHCC quarterly upon the Village's receipt of an invoice as follows:

January 1, 2017 – December 31, 2017: \$12,812 quarterly (\$51,250 annually)

January 1, 2018 – December 31, 2018: \$13,132 quarterly (\$52,531 annually)

January 1, 2019 – December 31, 2019: \$13,641 quarterly (\$53,845 annually)

SECTION FIVE: The AHCC will provide the Village with the following reports on the activities pursuant to this Agreement on a quarterly basis. Reports shall be provided within 30 days after the completion of each quarterly period. The Village may request reports more frequently or additional reports and such reports shall be provided by the AHCC in a timely fashion. At a minimum, quarterly reports shall include the following information:

- a. Retention Visits
- b. Expansion Plans and Opportunities
- c. Identified Needs - Educational, Promotional, Developmental

SECTION SIX: The Planning and Community Development Department shall serve as the primary liaison between the AHCC and the Village for this Agreement. Where appropriate, AHCC may contact other departments in the furtherance of its duties delineated in this Agreement. It is expected that the AHCC will communicate regularly with the Planning and Community Development Department. If requested by the Planning and Community Development Department, AHCC shall cooperate with any other economic development-related boards and departments, including but not limited to all Village departments, the Arlington Economic Alliance, and the Woodfield Chicago Northwest Convention Bureau, in furtherance of this Agreement.

SECTION SEVEN: It is recognized that the handling of information related to small business prospects may require access to confidential information. Both Parties agree to keep such information confidential, to the extent permitted by law. Such information may be shared between the AHCC and the Village as appropriate. All confidential information shall be identified as such, in order to prevent the identity of the small business prospects from being publicly known until such time as it is deemed appropriate or required by law.

It is understood that all work product created or attained by the AHCC in the carrying out of its duties pursuant to this Agreement is owned by the Village, and a copy of all such work product shall be delivered to the Village upon request or upon termination of this Agreement.

SECTION EIGHT: The duties and responsibilities of AHCC are as follows:

1. AHCC shall provide qualified and competent staff for the retention of and assistance to small businesses as well as for the expansion of existing small businesses, providing all management and administrative services necessary to present a viable program.
2. AHCC shall be responsible for the operation of the programs carried out under the terms of this Agreement.
3. AHCC shall provide office space, general office supplies, office equipment, rent, accounting and legal services, insurance, payroll taxes, general postage, and telephone necessary for carrying out the terms of this Agreement.
4. AHCC shall ensure that the funds provided by the Village pursuant to this Agreement will be used only to further the small business initiative and not to

support traditional AHCC activities that generally serve and benefit only the AHCC membership.

5. AHCC shall operate the programs contemplated in this Agreement for the good of the general public and for the promotion of small businesses, industry, marketing, and trade within Arlington Heights.
6. AHCC shall conduct telephone or personal meetings with all small businesses referred to AHCC by the Village and shall regularly provide the Village with progress reports on each small business referred to AHCC by the Village.
7. AHCC shall provide collaboration with and assist the Village in its on-going strategy for small business economic development based upon current initiatives.
8. AHCC shall provide financial records concerning the funds expended under this Agreement quarterly to the Village. Upon request of the Village, the financial records governing this Agreement may be reviewed for accuracy on an annual basis.

SECTION NINE: The following are the core services and deliverables to be achieved through this Agreement:

1. Small Business Retention: AHCC shall implement an annual small business retention program in which existing businesses and employers are identified and personal contact is made with business owners by the AHCC through on-site visits, mail or email surveys or both. The AHCC small business retention program shall be designed to identify and address the needs of existing small businesses and the manner in which AHCC and the Village can better assist those businesses, through the following components:
  - a. Meet with small business owners to understand their business needs.
    - 1) Develop effective processes to identify existing businesses who are evaluated to be at greater risk of failure or relocating out of the Village and establish a line of contact to schedule a qualified retention visit.
    - 2) Conduct an average of ten qualified retention visits a month (a qualified retention visit is a scheduled in-person discussion with the small business owner/manager to learn about any issues or needs that can be addressed and document any successes that can be communicated)
  - b. Connect small business owners with necessary resources for the successful retention of their business.
  - c. Guide and assist small business owners coordination with the appropriate Village officials regarding local codes and regulations and assist with the process of applications and permits requested.
  - d. Develop and implement cost savings programs to minimize overhead and maximize profitability.
  - e. Invite small business presidents/owners to meet with the Mayor for open discussion.

2. Small Business Expansion: As a result of small business retention visits, the AHCC shall provide assistance to small business owners seeking to expand their business both physically and in employee size. In addition, the AHCC shall provide assistance to small business owners seeking to expand their customer base domestically or internationally.
  - a. The AHCC shall coordinate with the Village regarding small business expansion needs and provide local business contacts needed to physically expand their existing building or space or relocate within Arlington Heights.
  - b. The AHCC shall provide local business contacts needed to recruit and hire qualified employees for positions needed to expand.
  - c. The AHCC shall provide local business contacts needed to promote and communicate more effectively to existing and new consumers.
  - d. The AHCC shall provide contacts if needed to begin relationships for the development of regional, national, or international trade and partnerships.
3. Small Business Identified Needs: AHCC shall assist in the coordinating of small businesses needs identified as a result of retention visits.
  - a. The AHCC will provide assistance once an identified need(s) assessment is confirmed and collaborate with the Village and any outside agencies that may be needed to bring it to a successful completion.
  - b. The AHCC will work in collaboration with the Village on any qualified new business leads resulting from a retention visit or survey along with unsolicited contacts made by prospective business owners.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

ARLINGTON HEIGHTS CHAMBER  
OF COMMERCE

VILLAGE OF ARLINGTON HEIGHTS

\_\_\_\_\_  
President

\_\_\_\_\_  
Village President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

ATTEST:

ATTEST:

\_\_\_\_\_  
Village Clerk